

Exhibit 29



Roger Ross · 3rd

CEO and Founder Commonwealth Licensing Services LLC
San Francisco Bay Area · 500+ connections · [Contact info](#)

[Message](#) [More...](#)

Commonwealth Licensing
Services LLC
 University of Kentucky
College of Law

Get the LinkedIn app and see more profiles like
Roger's anytime, anywhere

[Send me a link](#)

[Or send me an SMS instead](#)



Roger Ross
CEO and Founder C...

About

Specialties include licensing, standards
essential patents and FRAND, intellectual property creation and monetization,
patent pooling and aggregated licensing.

Frequently advises clients with
respect to their participation in various industry standards-related activities
and the licensing of patents and other intellectual property through patent
pools, industry consortia and other joint licensing paradigms. Previously
advised clients in their participation in standardizing and licensing
technologies such as WiMAX, LTE, Blu-ray Disc; BD+; AACs; NFC, OCAP; MHP; MPEG-4
Audio; DVD; and G.729.1.

Experience

CEO and Founder

Commonwealth Licensing Services LLC
Jan 2016 – Present · 3 yrs 8 mos
San Carlos, California



Search

Advisor

FreeWill

Mar 2017 – Present · 2 yrs 6 mos

Palo Alto, California

Advisor to founders of early stage online will generation and charitable giving service: getfreewill.com

**Mentor**

Stanford University

Jan 2017 – Present · 2 yrs 8 mos

Palo Alto, California

Mentoring team of students for Lean Launchpad (lean startup methodology) course in Stanford School of Engineering.

**Mentor**

University of California, Berkeley, Haas School of Business

Jan 2016 – Present · 3 yrs 8 mos

Berkeley, California

Mentor for Entrepreneurship class in MBA program.

Director, Worldwide Licensing

Prominent European Patent Owner -- Telecommunications

Jun 2016 – Feb 2019 · 2 yrs 9 mos

Germany

Oversee global licensing of extensive telecommunications patent portfolio comprised of standards essential patents and product specific patents. Develop and implement licensing strategy and coordinate patent assertion efforts with external counsel.

**President**

Via Licensing Corporation

Dec 2012 – Dec 2015 · 3 yrs 1 mo

San Francisco, California

**Vice President Legal Affairs**

Via Licensing Corporation

May 2008 – Jan 2012 · 3 yrs 9 mos

San Francisco, California

**Partner**

McDermott Will & Emery

2006 – 2008 · 2 yrs

Silicon Valley

**Counsel**

Weil Gotshal & Manges

Feb 2001 – Sep 2006 · 5 yrs 8 mos



Silicon Valley
Search

Show fewer experiences ^



University of Kentucky College of Law

JD

1990 – 1993



Managing Editor of the Kentucky Law Journal. Admitted to practice in California.

University of Colorado at Boulder

B.S., Information Systems

1978 – 1983

Bachelor's degree in Information Systems.

Skills & Endorsements

Licensing · 51



Endorsed by Paul Zeineddin and 17 others who are highly skilled at this



Endorsed
Licensing

Intellectual Property · 45



Endorsed by Sharaz Gill and 13 others who are highly skilled at this



Endorsed
Licensing

Patents · 37



Endorsed by 2 of Roger's colleagues at Via Licensing Corporation

Industry Knowledge

Due Diligence · 18

Copyright Law · 10

Mergers & A

Patent Law · 7

Litigation · 6

Privacy Law ·

Business Development · 4

Venture Capital · 4

Trademarks ·

Commercial Litigation · 2

Start-ups · 1

Interpersonal Skills

Contract Negotiation · 12

Other Skills ?

Patent Litigation · 12

Patent Prose



Search

Recommendations

Received (1)

Given (1)

Michael Chang

Vice President, Business & Legal Affairs at Warner Bros. Studios

December 19, 2006, Michael worked with Roger in different groups

Roger is extremely good at what he does which is to bridge transaction patience toward understanding the technology side of the business. your corner.

Accomplishments

8 Publications

Speaker - Patent Transactions and Innovative Business Models • Moderator - Panel on Standards Essential Patents and FRAND • Speaker - Administrators • Speaker - Patent Pools & Consortia • Speaker - Mobile and Consumer Electronics Licensing • Speaker - Antitrust / paradigm? Reforming patent pool guidelines • Speaker - Patent pools for essential patents

1 Project

LTE Patent Pool

Interests

INTELLECTUAL VENTURES

Intellectual Ventures

25,867 followers



Wireless Communications & Mobile Computing

19,596 members



RPX Corporation

1,919 followers



Venture Capital Patent and IP Strategy

2,513 members



Hanson Bridgett LLP


2,723 followers



Stanford University


636,305 followers

[See all](#)




Search


Learn the skills Roger has



Business Law for Managers
Viewers: 12,887




Music Law: Copyrighting a Song
Viewers: 5,822




Music Law: Managing a Band's Business
Viewers: 8,229

[See more courses](#)


Promoted



Need More Clients?
Lawyer Referral Service Can Help! Get Clients While Serving Your Community. >



Dispute Resolution LLM
Online LLM from Pepperdine Law, ranked #2 for dispute resolution. JD req'd. >




Get Business Internet.
Then, add Phone & TV for just \$34.90 more per month. >


LinkedIn

About
Careers
Advertising
Small Business

Talent Solutions
Marketing Solutions
Sales Solutions
Safety Center

Community Guidelines
Privacy & Terms
Mobile

 **Questions?**
Visit our Help Center.

 **Manage your account and privacy.**
Go to your Settings.

Select Language

English (English)

LinkedIn Corporation © 2019

Exhibit 30

Crossing the Bridge to Europe; Financed by a U.S. hedge fund and German industrialists, a patent-holding company in Germany targets Nokia.

IP Law and Business

October 1, 2008 Wednesday

Copyright 2008 ALM Media Properties, LLC All Rights Reserved Further duplication without permission is prohibited



Section: OPENING STATEMENTS; Pg. 11; Vol. 6; No. 10

Length: 789 words

Byline: Philippa Maister

Body

Could it be that the patent troll, once believed to survive only in the concrete jungles, high-tech valleys, and small Texas towns of North America, has extended its range to Europe? A case pending before a German court in Mannheim could signal its arrival.

The plaintiff is ICom GmbH & Co., of Pullach, Germany. The defendant is Nokia, the Finnish mobile phone company. ICom is claiming payments that could total a whopping 12 billion for infringement of its patents on mobile telecom technology.

ICom acquired the patents in 2007 from Robert Bosch GmbH, a global automotive and industrial technology company that pioneered the technology. The patents fall into 11 groups, within them 35 "standard and essential patents" used in most mobile phones, including SIM cards. ICom seeks to enjoin Nokia from using the patents in Germany.

In an e-mailed statement, Nokia spokesperson Laurie Armstrong said Nokia will vigorously defend itself. "Nokia believes it has good defenses, the patents in suit being invalid and not infringed," Armstrong said. "In addition, we have our own claims pending against Bosch. The company has refused to honor its commitments to standardization organizations and Nokia." Armstrong asserts that ICom is "owned by Bosch's outside counsel."

The German patent lawyer she is referring to is ICom's managing director, Bernhard Frohwitter. Frohwitter cofounded Bardehle Pagenberg, one of Europe's largest IP law firms, before going on to launch Munich-based Frohwitter Intellectual Property Counselors in 1998. He says he did indeed represent Bosch, helping to assemble the patent portfolio and arrange licenses. But Frohwitter rejected the implication that he was part of any "scheme."

As he tells it, Bosch decided in 2000 that telephony no longer fit in with its core business. Frohwitter moved to buy the patents, partnering with two companies with deep pockets, the Schoeller Group of Pullach, a packaging, container and logistics firm dating from 1600, and, interestingly, Fortress Investment Group, a big publicly held New York based hedge and private equity fund.

Crossing the Bridge to Europe; Financed by a U.S. hedge fund and German industrialists, a patent-holding company in Germany targets Nokia.

Like many in the IP field, Frohwitter argues about the semantics of "patent troll," and angrily denies that IPCom is one. He describes IPCom as an "intellectual property asset manager." During a ten-year stint in Houston, Frohwitter says he came to admire the professional approach of U.S. firms to exploiting patents as an asset class, something that did not exist in Europe, and wanted to copy this model. "I saw in the U.S. what a patent troll is a kind of blackmailer. That is not our business. IPCom is not a litigating firm. We like amicable settlements. The standard is what is fair and reasonable, no more and no less," Frohwitter says.

According to Frohwitter, Nokia had been in negotiations for five years. He says litigation was originally initiated by Nokia, which sought a declaratory judgment in Mannheim and agreed to fair and reasonable licensing fees. But it balked at IPCom's definition: 5 percent of Nokia's mobile phone sales in countries covered by Bosch patents, or 600 million a year totaling 12 billion over 20 years. IPCom then sought the injunction. Both cases are currently ongoing.

Sabine Rojahn, a partner in Taylor Wessing's Munich office, says German law tends to work very much in favor of the patent owner. IPCom has an advantage in bringing the suit in Mannheim's regional court, which specializes in patent infringement cases, Rojahn notes. The Mannheim court rules on whether a patent has been infringed before the federal patent court in Munich decides on validity. In addition to seeking damages, patent owners have an automatic right to an injunction if infringement is found before the federal court has ruled on validity, says Rojahn. Also, "if a patent troll wins damages, the infringer can be forced to pay back its gross revenues for a product as damages," she says, "and not just its net profit."

Duncan Curley, director and founder of Innovate Legal Services, a London IP boutique, says Nokia's response suggests that it may question whether Bosch fully disclosed all its patents as required by standards-setting organizations (SSOs), a familiar question in U.S. courts.

Frohwitter said both Bosch and IPCom played by the SSO rules. He says IPCom's technology has been licensed amicably to other companies, including Siemens AG, Motorola, Inc., Philips Electronics and Alcatel-Lucent and a settlement has just been reached with Research in Motion, Ltd., the Canadian maker of BlackBerry devices.

Whatever decision the German courts reach will apply only in Germany a fact that so far has discouraged patent troll activity in Europe. But if IPCom wins even a fraction of what it's asking, that could change.

Load-Date: April 17, 2011

Exhibit 31

Apple Hit With \$2 Billion Patent Infringement Lawsuit -- 2nd Update

Dow Jones Institutional News

February 5, 2014 Wednesday 5:27 PM GMT

Copyright 2014 Factiva®, from Dow Jones
All Rights Reserved

FACTIVA®

Copyright © 2014, Dow Jones & Company, Inc.

 DOW JONES NEWSWIRES

Length: 549 words

Byline: By Friedrich Geiger

Body

FRANKFURT-- Apple Inc. faces a claim for \$2 billion in damages from a German patent owner, which alleges the tech giant infringed on a cellular telephone technology it owns, a German court said Wednesday.

IPCom GmbH accuses Apple of improperly using a patent for technology that gives emergency calls priority on mobile networks. IPCom in 2007 bought the patent from Robert Bosch GmbH, a German automotive-parts company that was a pioneer in car phones but exited the business at the dawn of hand-held devices.

A spokesman for IPCom said the demand for more than 1.57 billion euros (\$2.12 billion) covers only Apple's alleged infringement relating to devices sold in Germany. He didn't exclude the possibility of IPCom filing similar suits in other countries.

An Apple spokesman declined to comment.

The lawsuit at a regional court in Mannheim is the latest battle in the global fight over smartphone patents. Apple, Samsung Electronics Co. Ltd., Motorola Mobility and others have launched multiple suits in several countries over recent years claiming licensing fees from rivals or seeking to hamper competitors.

IPCom's suit comes after the European Patent Office last month rejected requests from Apple, Nokia Corp., HTC Corp., Vodafone Group PLC and Ericsson to declare the patent invalid. IPCom said it is suing other companies for alleged infringement of the patent beside Apple, including Nokia. Nokia didn't immediately respond to requests for comment.

The patented technology gives handsets access to the networks of several mobile telecommunications providers. It is particularly important for emergency services and police because it gives them priority access if networks are overloaded. It is a mandatory element of the UMTS and LTE cellphone standards, according to IPCom.

Apple Hit With \$2 Billion Patent Infringement Lawsuit -- 2nd Update

The Bavarian firm owns almost 1,200 mobile communications patents developed by Bosch and Japan's Hitachi Ltd. Spokesman Alistair Hammond said ICom has licensing agreements with several smartphone makers but declined to disclose the names. The firm received a three-digit million euro amount from Deutsche Telekom AG last year as part of such an agreement, he said.

ICom isn't a technology company but a patent assertion entity, sometimes referred to as a patent "troll." Such companies, which buy patents and claim royalties on them, are increasingly controversial. Many technology companies say they thwart product development and employment with frivolous lawsuits, while some inventors welcome their financing of research. But some inventors and universities say they promote innovation by paying for patents.

ICom executive Bernhard Frohwitter, a former patent attorney for Bosch, founded the company in 2007. It acquired the patents for an undisclosed sum with financial backing from Fortress Investments Group L.L.C. The U.S. fund manager owns about half of ICom, with Mr. Frohwitter and his co-executive Christoph A. Schoeller holding the rest.

A spokesman for Mr. Hammond said the patent now asserted against Apple is ICom's most important patent. Several courts have ruled that several companies are infringing on it, including Nokia, other mobile-phone manufacturers and network operators.

Write to Friedrich Geiger at friedrich.geiger@wsj.com

(END) Dow Jones Newswires

February 05, 2014 12:27 ET (17:27 GMT)

Notes

PUBLISHER: Dow Jones & Company, Inc.

Load-Date: February 6, 2014

Exhibit 32

German court rejects \$2-bn patent infringement suit against Apple

domain-b

March 1, 2014 Saturday 6:30 AM EST

Copyright 2014 domain-b, distributed by Contify.com All Rights Reserved

Length: 216 words

Body

A German court yesterday rejected a \$2-billion patent infringement suit filed against Apple Inc by German patent-holding company ICom GmbH for allegedly infringing on its 100A patent.

The 100A patent is a technology used to manage priority emergency access when mobile networks are overloaded.

The German court also dismissed a similar lawsuit filed by ICom against Taiwanese smartphone maker HTC Corp.

The court did not disclose the grounds for rejecting ICom's suit, but a German Court had earlier this month narrowed down the scope of the patent granted by the European Patent Office.

Munich-based ICom had acquired the "100A" series patents from German car-parts maker Robert Bosch GmbH, which held these patents as part of its R&D for its pioneering car telephony systems. Bosch exited the business in 2000, and sold the patents to ICom in early 2007.

ICom is a patent holding firm that some call a "patent troll" - a company that buys patents with the sole intention of not using it, but to make money through license fees, royalties and enforcing patents through litigation.

ICom, backed by Fortress Investment Group, holds 1,165 patents that were bought mainly from Hitachi and Bosch. These patents are in the field of mobile communications and are registered in Europe, the US and Asia.

Load-Date: March 1, 2014

End of Document

Exhibit 33



We will monetise our IP no matter how much it costs, says ICom managing director

16 November, 2018 at 12:52 PM

Posted by: George Malim

Pio Suh, ICom

The telecoms industry has always been enabled by the innovations of multiple companies and this has led to extensive patent disputes that continue between leading vendors. Often these intellectual property (IP) battles run for many years and are complex wars of attrition. However, organisations are increasingly adopting FRAND principles to ensure that licensing of patents is fair, reasonable and non-discriminatory. George Malim, the managing editor of VanillaPlus, asks, Pio Suh, the managing director of ICom, which acquired a portfolio of cellular patents from Bosch in 2007 and is still battling through multiple legal systems to have the patents recognised and licence fees agreed, why the process is so convoluted?

George Malim: You've recently joined ICom. What are the challenges of trying to ensure intellectual property is respected?

Pio Suh: If you look into ICom's litigation and patent history, we're forced to litigate against the whole telecoms industry and the perception of ICom is therefore very negative. We've been seen as the role model for being a patent troll. I'm trying to change that perception by emphasising that we have our own R&D team, with full-time engineers including a former-Bosch employee who has been with us since 2014. We regularly visit the 3GPP standards setting organisation (SSO) and contribute ideas and inventions.

GM: What does FRAND mean to you and how does it help change the perception of patent owning companies?

PS: Our licensing practice is in line with FRAND principles and the recent decision on the Unwired Planet versus Huawei case in the UK was a good trigger. The decision confirms and strengthens the position of the IP owner.

FRAND has a very important role because it sets out the need to provide a licence offer consisting of a patent list with claim charts of selected patents, licence agreement including the payable licence fee and benchmarking as to the specific royalty rate that should be set and why you regard it as FRAND. The FRAND package [for the Bosch portfolio] is ready and we're always prepared to send it out.

GM: You've been battling for the Bosch IP in the courts since 2007 and that's over technology that is nearing obsolescence, what are ICom's future plans?

PS: The Bosch portfolio is now a rather old portfolio and we're approaching the end of the life of that portfolio of mostly 2G, 3G and 4G technology. One of my highest priorities is to reach settlements with licensing candidates as soon as possible. We have handset manufacturers, network [equipment] providers and network operators on our target list and that's a huge list to approach and try to settle with.

Dealing with multinationals is about having power in capital, in market position, in public relations and lobbying. Nokia, for example, has attacked each and every part of the Bosch portfolio in the past. That must have been a political decision at that time. Now we're trying to monetise our patents no matter how much it costs as it is important to level the playing field and to signal that the legal duty of taking a licence does not depend on the financial and market power of huge corporations.-

For the first time since 2007, [recent case outcomes] are slightly turning the coin and saying patent law is property law and the patent owner has the discretion to decide under which circumstances to give away its property.

We've received a request to administer the patents portfolio of a very large company and the general direction for us is to acquire new patent portfolios to stack up and expand our portfolio and to monetise the patents in a legitimate way.

category: [News](#), [Top telecoms IT stories](#)

Tags: [2G](#), [3G](#), [3GPP](#), [Bosch](#), [FRAND](#), [George Malim](#), [Huawei](#), [Intellectual Property](#), [IP](#), [ICom](#), [Nokia](#), [patents](#), [Pio Suh](#), [Unwired Planet](#)

Exhibit 34

More

Create Blog Sign In

FOSS PATENTS

THIS BLOG COVERS SOFTWARE PATENT NEWS AND ISSUES WITH A PARTICULAR FOCUS ON WIRELESS, MOBILE DEVICES (SMARTPHONES, TABLET COMPUTERS).

TUESDAY, JUNE 18, 2013

Patent firm ICom settles with T-Mobile, will be more active in U.S. with ex-Hitachi patents

ICom is a patent licensing firm based in the Munich area that acquired a portfolio of cellular standard-essential patents (SEPs) from Bosch, a company that exited the mobile devices business about a decade ago. ICom has been embroiled in litigation with Nokia and HTC for more than five years, and is also asserting patents against the resale of Nokia and HTC devices by certain carriers and retailers. ICom also alleged that carriers use certain patents covering network infrastructure components and the provision of services implementing cellular standards. The center of gravity of the ICom disputes is [in Germany](#), though there is also significant activity in other jurisdictions such as the UK ([1](#), [2](#)) and the U.S., where a declaratory judgment action brought by HTC even [reached the Federal Circuit](#). In 2009 the European Commission was looking at (though not conducting a full-blown investigation of) a complaint by Nokia, in response to which ICom made a public promise to honor Bosch's FRAND pledge, which [the EU's antitrust enforcers welcomed](#).

Today ICom announced a global settlement further to which Deutsche Telekom (T-Mobile) is paying for the use of ICom's patents and all litigation between the two parties is withdrawn. The terms of the agreement were not disclosed, but it's easy to figure that royalty payments are involved and also supported by ICom director [Bernhard Frohwitter](#)'s statement that "this agreement will also send a signal to those companies that use these patents without paying license fees for them". ICom has other licensees including BlackBerry (Research In Motion). Some companies, such as Samsung, licensed the former Bosch patents from their original assignee.

CONTACT FORM

FOLLOW @FOSSPATENTS ON TWITTER

Follow @FOSSpatents 13.8K followe

FOLLOW BY EMAIL

BLOG ARCHIVE

- ▶ [2019](#) (136)
- ▶ [2018](#) (100)
- ▶ [2017](#) (66)
- ▶ [2016](#) (53)
- ▶ [2015](#) (90)
- ▶ [2014](#) (179)
- ▼ [2013](#) (493)
 - ▶ [December](#) (32)
 - ▶ [November](#) (30)
 - ▶ [October](#) (33)
 - ▶ [September](#) (36)
 - ▶ [August](#) (42)
 - ▶ [July](#) (43)
 - ▼ [June](#) (45)

[Qualcomm may have to modify Snapdragon chip for No...](#)

[Preliminary ITC ruling against InterDigital involv...](#)

[Apple and Samsung drop two patents each from Calif...](#)

Earlier this year it appeared that Nokia and IPCom were close to a settlement, but they hit an impasse mentioned in a [May 2013 UK ruling](#).

Rumor has it that IPCom is also suing Apple. I have not yet been able to obtain information on this from the Mannheim court, but if and when a public hearing takes place, any litigation becomes discoverable.

IPCom's international litigations are coordinated by [Dr. Roman Sedlmaier](#) of the Frohwitter patent law firm. This is a complex cross-jurisdictional effort, involving at some point over 100 cases (including numerous invalidation actions brought by Nokia and HTC in various countries).

The most interesting part of IPCom's press release today is the following quote from IPCom director [Christoph Schoeller](#):

"We are now proceeding with the licensing of a further portfolio of mobile telecoms patents, which we acquired from Hitachi. The Hitachi patents are particularly important in the US market, but also in Europe."

This means IPCom is going to be more active in licensing and, if negotiations fail, litigation in the U.S. than before, where it appears that it was actually HTC's choice to trigger litigation there. The press release reveals the following about the Hitachi deal:

"The Hitachi patents consist of 135 patents in 17 patent families, and cover important aspects of the UMTS standards. The technology is also present in the 3G standards CDMA 2000 and HSUPA. Among the Hitachi patents, two standard-essential patents are particularly important : [EP 0957 594](#) describes the synchronisation of handset and network in the UMTS standard. [DE 69735 459](#) describes a process that controls the transmission strength for a CDMA message transfer system."

The U.S. equivalent of the European patent is [U.S. Patent No. 6,507,576](#) on a "code division multiple access mobile communication system". There are at least two U.S. patents belonging to the same family as the German patent: [U.S. Patent No. 6,307,844](#) and [U.S. Patent No. 6,483,816](#) on a "CDMA communication system and its transmission power control method".

IPCom's overall patent portfolio "currently consists of about 1,200 patents in roughly 160 patent families", including patents declared essential to "global telecoms standards such as 2,5G (GSM/GPRS), 3G (UMTS) and LTE".

[Microsoft wins release of \\$100 million bond posted...](#)

[HTC recently filed two additional lawsuits in Germ...](#)

[Judge keeps Galaxy S4 out of second Apple-Samsung ...](#)

[Apple urges United States Trade Representative to ...](#)

[Presumptive Acacia subsidiary sues HTC, LG, ZTE, B...](#)

[German court inclined to hold Samsung liable for u...](#)

[Microsoft wants to tell jury in patent contract ca...](#)

[Google asks German high court to review one of Mic...](#)

[Japanese appeals court upholds dismissal of Apple-...](#)

[ITC staff submissions a mixed blessing for Samsung...](#)

[Apple prevails on rubber-banding patent in Japan, ...](#)

[German court unlikely to approve Google's 2.25% SE...](#)

[ITC institutes investigation of Nokia's second com...](#)

[Federal Circuit schedules appellate hearing on Mic...](#)

[FTC preparing broadbased Section 6\(b\) cost-benefit...](#)

[Intellectual Ventures files second patent lawsuit ...](#)

[Google refuses \\$7 million in patent royalties from...](#)

[Patent firm IPCom settles with T-Mobile, will be m...](#)

[Anonymous reexamination requests filed against two...](#)

This blog primarily reports on litigations between large operating companies. I didn't even blog about several ICom-related hearings and trials I attended over the last two years. But every once in a while I do talk about NPE activities (particularly if FRAND-pledged SEPs are involved), and today's ICom announcement caught my interest because of an increased focus on the U.S. market following the Hitachi deal.

If you'd like to be updated on the smartphone patent disputes and other intellectual property matters I cover, please subscribe to my RSS feed (in the right-hand column) and/or follow me on Twitter @FOSSpatents and Google+.

Follow @FOSSpatents

13.8K followers

Share with other professionals via LinkedIn: [Share](#)

[Share](#) |

EINGESTELLT VON FLORIAN MUELLER UM 6:53 PM 

LABELS: [APPLE](#), [DEUTSCHE TELEKOM](#), [FRAND](#), [HITACHI](#), [HTC](#), [IPCOM](#), [LICENSE FEES](#), [NOKIA](#), [NON-PRACTICING ENTITIES](#), [PATENT LITIGATION](#), [SETTLEMENTS](#), [STANDARDS](#), [T-MOBILE](#)

[Newer Post](#)

[Home](#)

[Older Post](#)

[German VP8 infringement cases show Google's inabil...](#)

[European Commission looking into competition-chill...](#)

[Apple says Samsung has continued importing infringing...](#)

[Huge win for Apple at the patent office: key claim...](#)

[ITC staff rejects Google's public interest argumen...](#)

[Apple insists on adding Galaxy S4 to second Califo...](#)

[Nokia drops power-saving patent from ITC investiga...](#)

[Small carriers, minority activists, others write t...](#)

[Nokia announces partial settlement with ViewSonic:...](#)

[Patent dispute heats up as Google files motion to ...](#)

[Microsoft brief stresses that standard-setting wou...](#)

[Workarounds not mentioned once in pro-Samsung brie...](#)

[Apple says Samsung keeps launching devices with fe...](#)

[Samsung sides with 'patent troll' InterDigital aga...](#)

[Here's the ITC letter instructing U.S. customs to ...](#)

[ITC bans importation of older iPhones and iPads in...](#)

[Reexamination requested against two iPhone design ...](#)

[Google lobbying front grossly overstates economic ...](#)

Exhibit 35



Assignment abstract of title for Application 09744084

Invention title/Inventor METHOD FOR TRANSMITTING DIGITAL USEFUL DATA Dirk Lappe, Martin Hans, Josef Laumen	Patent 6920124 Jul 19, 2005	Publication	Application 09744084 Apr 5, 2001	PCT	International registration
---	-----------------------------------	-------------	--	-----	----------------------------

Assignments (4 total)

Assignment 4

Reel/frame 030571/0649	Execution date Jun 7, 2013	Date recorded Jun 7, 2013	Properties 100	Pages 7
---------------------------	-------------------------------	------------------------------	-------------------	------------

Conveyance
SECURITY AGREEMENT

Assignors
IPCOM GMBH & CO. KG

Correspondent
LEYDIG, VOIT & MAYER, LTD.
TWO PRUDENTIAL PLAZA, SUITE 4900
180 NORTH STETSON AVENUE
CHICAGO, IL 60601-6731

Assignee
LANDESBANK BADEN-WUERTTEMBERG
AM HAUPTBAHNHOF 2
STUTTGART 70173
GERMANY

Assignment 3

Reel/frame 020929/0320	Execution date Apr 3, 2008	Date recorded May 9, 2008	Properties 14	Pages 19
---------------------------	-------------------------------	------------------------------	------------------	-------------

Conveyance
SECURITY AGREEMENT

Assignors
IPCOM GMBH & CO. KG

Correspondent
STRIKER, STRIKER & STENBY
103 EAST NECK ROAD
HUNTINGTON, NY 11743

Assignee
KAROLS DEVELOPMENT CO. LLC
C/O FORTRESS INVESTMENT GROUP LLC, 1345 AVENUE OF AMERICAS
NEW YORK, NEW YORK 10105

Assignment 2

Reel/frame 020325/0053	Execution date Nov 26, 2007	Date recorded Jan 7, 2008	Properties 34	Pages 5
---------------------------	--------------------------------	------------------------------	------------------	------------

Conveyance
ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors
ROBERT BOSCH GMBH

Correspondent
MICHAEL J. STRIKER
103 EAST NECK ROAD
HUNTINGTON, NY 11743

Assignee
IPCOM GMBH & CO. KG
ZUGSPITZSTRASSE 15
PULLACH 82049
GERMANY

Assignment 1

Reel/frame 011698/0961	Execution date Mar 8, 2001	Date recorded Apr 9, 2001	Properties 1	Pages 2
---------------------------	-------------------------------	------------------------------	-----------------	------------

Conveyance
ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors
LAPPE, DIRK
HANS, MARTIN
LAUMEN, JOSEF

Correspondent
MICHAEL J. STRIKER
103 EAST NECK ROAD
HUNTINGTON, NY 11743

Assignee
ROBERT BOSCH GMBH
WERNERSTRASSE 1
STUTTGART D-704
GERMANY

Exhibit 36

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IFCOM AND NETWORK PHASE II
EXECUTION COPY II
BENGELER MUELLER
03 APRIL 2008

Schedule 1 to the Master Pledge Agreement

DEED OF PLEDGE

Between

1. IFCOM GmbH & Co. KG, having its place of business at Zugspitzstraße 15, 82049 Pullach, Germany, being registered with the Local Court (*Amtsgericht*) of Munich, Germany under HRA 89197 and represented by IFCOM Beteiligungs GmbH, registered at the Local Court (*Amtsgericht*) in Munich, Germany, under HRB 167303,

(hereinafter referred to as "Pledgor")

and

2. Karols Development Co LLC, a Delaware limited liability company, c/o Fortress Investment Group LLC, 1345 Avenue of the Americas, New York, NY 10105, United States of America;

(hereinafter referred to as the "Pledgee" and together with the Pledgor collectively referred to as the "Parties")

WHEREAS:

The Parties (amongst others) have entered into a Master Patent and Licence Security Pledge Agreement dated 03 April 2008 (the "Master Pledge Agreement") under which the Pledgor undertakes to pledge to the Pledgee certain Patents and Licences.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

§ 1

Pledge of the Purchased Patent Rights

The Pledgor hereby irrevocably and unconditionally pledges (*verpfändet*) to the Pledgee the patent rights as specified and defined in Annex 1 hereto (the "Purchased Patent Rights") and all rights, titles and interests in and to the Purchased Patent Rights, and all inventions described therein including without limitation all enforcement rights and all rights pertaining thereto, and all rights to royalties, damages and compensation under the Purchased Patent Rights, including

-4326505

the right to sue for past infringement free and clear of all encumbrances (other than as permitted under the Master Pledge Agreement). The pledge extends to all claims under any licence agreements existing at the time hereof and entered into with respect to the Purchased Patent Rights in the future.

§ 2

Acceptance of Pledge and Secured Claims

- (1) The Pledgee hereby accepts the pledges pursuant to § 1.
- (2) The Pledges over the Purchased Patent Rights pursuant to this Deed of Pledge shall secure all existing and future claims of the Pledgee including, for the avoidance of doubt, the claims set forth in Clause 8.4(a) of the Loan Facilities Agreement and all claims to current and future Profit Participation Rights (the "PPR"), (the "Secured Claims"). This shall include, in particular, any claims for the payment of principal, interest, costs, expenses, fees or damages and claims based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*), as well as any claims arising from the insolvency administrator's choice to fulfil mutual agreements that have not been fully fulfilled by both parties to it according to Section 103 of the German Insolvency Code (*Insolvenzordnung*) or any equivalent provisions under foreign law, which may arise in connection with any of the Finance Documents. Secured Claims also include all claims (including in case of an increase of the amount of a claim) due to future amendments of the Finance Documents and any third party costs, fees and expenses (including legal fees) actually incurred in connection with the enforcement of or the preservation of any rights under any Finance Document.
- (3) The Pledges over the Purchased Patent Rights are in addition and without prejudice to any other security which the Pledgee may now or hereafter hold in respect of the Secured Claims.

§ 3

Relation to Master Pledge Agreement and other

Deeds of Pledge

The terms and conditions of the Master Pledge Agreement shall apply to this Deed of Pledge. Nothing in this Deed of Pledge shall prevent the Pledgors to take any action for the purpose of protecting the Purchased Patent Rights against infringements by third parties or to enter into licence agreements with regard to the Purchased Patent Rights. This Deed of Pledge shall not

From: Frohwitter

To: 006878302222

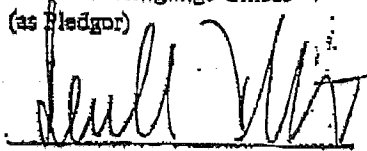
03/04/2008 20:18

#530 P.002/004

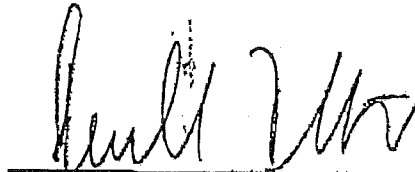
MASTER PATENT AND LICENSE PLEDGE AGREEMENT IP COM AND NETWORK PHASE II
EXECUTION COPY II
BENJELMA MOELLER
03 APRIL 2008

affect or be affected (by) any other Deed of Pledge made pursuant to the Master Pledge Agreement.

IPCom GmbH & Co. KG
represented by its general partner
IPCom Beteiligungs GmbH
(as Pledgor)



[]



[]

Karols Development Co LLC
(as Pladgee)



[]

[]

Gisela Patent Pledge PHASE II (incl. Short Form Deed) Execution Copy II clean1.DOC

-16-
MASTER PATENT AND LICENCE PLEDGE AGREEMENT IFCOM AND NETWORK PHASE II
EXECUTION COPY II
HENGELER MUELLER
03 APRIL 2008

Annex 1 to Schedule 1 to the Master Pledge Agreement

~ Pledged Patents -

4326505

DF

PATENT
REEL: 020929 FRAME: 0325

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IFCOM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
Rollen Nr.	No.	Working Title	Referenz.No. - not current list of patents in force
24600	1	Improving channel parameter Estimate	DE 4028322 C2
28097	2	Vector coding	WO 94 272 85 A1 FI 95 053 24 A AU 68 25 05 B US 57 296 54 A HU 21 65 57 B EP 69 71 24 B1
28311	4	Bit suppression	WO 94 272 84 A1 FI 95 053 23 A AU 67 99 80 B US 57 941 83 A HU 21 66 20 B EP 69 71 23 B1 DE 4315318 C1
28314	5	Vector Coding of Speech Signals	WO 94 272 86 A1 FI 95 053 25 A AU 68 1137 B HU 21 62 23 B EP 69 71 25 B1 US 6175817
28476	6	Codsc cf. Annex II	FI 82 51 70 A DE 413 76 09 C2 EP 54 20 65 B1
28054	7	TFO without OACS cf. Annex II	WO 96 352 99 A1 DE 195 18 078 A1 EP 82 48 33 B1 AU 70 66 69 B HU 21 71 42 B US 60 672 89 A
29724	8	TFO / TrFO cf. Annex II	WO 97 204 40 A1 DE 195 44 367 A1 JP 200 05 009 41W CA 22 436 78 C US 65 56 844 EP 864 237 B1 EP 13 153 88 A2 US 6 785 557 B2
30095	9	Chip card reader	EP 80 38 31 B1
30232	10	Transmitter performance	WO 97 40 577 A1 US 59 594 97 A EP 83 42 17 B1

-4326505

-18-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IP COM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
30773	11	Antenna with capacitatively adjustable loop	WO 98 127 73 A1 EP 92 74 38 B1 US 61 443 46 A JP 200 15 006 94 W
31010	13	Recognizing use authorization for e.g. car radio or mobile telephone	DE 197 01 056 C2
31187	14	Re-Synchronisation in TFO Mode cf. Annex II	EP 84 72 10 A3 DE 196 50 140 A1
31188	15	TFO Establishment cf. Annex II	EP 84 72 11 A3 DE 196 50 141 A1
31348	17	Radio transceiver circuit	EP 86 36 08 A1
31803	19	Handset with movable antenna	WO 98 560 65 A1 DE 197 23 331 A1 EP 98 68 35 B1A4 TW 41 39 64 B KR 200 10 133 70 A JP 2002 508 900 T2 US 65 421 25 B1
33000	20	Retractable antenna	WO 92 169 80 A1 EP 57 65 31 B1 DE 69201556 T2
33287	21	Antenna with directional and omni-directional	EP 95 95 25 A3 DE 198 23 126 A1
33288	22	Dual-band antenna	WO 98 606 62 A1 DE 198 22 371 A1 EP 10 865 09 A1 JP 2002 518 505 A US 65 189 22 B1
33776 37589	23	Shielding components as a patch antenna	WO 98 019 19 A3 DK 9600742 A EP 10 066 05 A1 (=37589) EP 916166 B1 DE 69713103
34103	24	Preventing Impact of Radiation	EP 99 79 78 B1 US 6 800 901 B1
34162	25	Mobile Phone with Smart Antenna	EP 98 78 38 B1
36297	26	Embedded Antenna	EP 10 676 27 A1

~4326505

-19-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IFCOM AND NETWORK PHASE II
EXECUTION COPY II
HENGELER MUELLER
03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
25058-1	27	Character Input - T9	WO 93 174 98 A1 JP 066 07 037 B CH 68 61 04 A5 US 55 070 21 A EP 58 19 29 B1 FR 268 99 88 B1
BE112	28	Synchronization	DE 413 61 47 C2 EP 54 08 08 B1 JP 3305374 B2 US 53 902 16 A FI 10 61 64 B1
BE1187	30	Location Positioning Services (LCS)	EP 29 07 25 B1
BE2788	31	Sliding Cover	DE 38 364 06 C
TN4282	37	2-Keys	DE 410 77 45 C1 EP 50 32 57 B1
29957	38	Input keyboard function reprogramming	EP 80 80 49 B1
30013	39	Decorative part for mobile phone	EP 79 07 30 B1 US 5 980 078 US 6 246 887
30854	40	Telephone system especially for DECT	EP 83 75 89 A1 DE 196 43 293 A1
30956	41	Handset for securing to pocket	DE 196 47 979 C1 EP 84 47 71 A3
30985	42	Calling Number Truncation	DE 196 51 383 A1 EP 84 85 31 A2 US 613 78 71 A
31067	43	Key-Placement adjacent to the display	WO 98 37 681 A1 DE 197 06 595 C1 EP 96 20 84 B1 TW 365 714 A CN 112 40 11 C KR 2000 071 200 A JP 2001 508 977 W US 09/387589
31257	44	Mobile telephone with touch sensitive display	EP 85 94 98 B1 DE 197 05 836 C2
31304	45	Menu structure of the mobile phone	EP 86 09 68 A2 DE 197 07 455 A1
31312	46	SMS text blocks	EP 86 09 71 A2 DE 197 06 596 A1

~4326505

-20-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IFCOM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
31833	47	Calling from phone book entry	DE 197 44 225 C2 EP 92 32 17 A1
31844	48	One-hand control - context sensitive menu	DE 197 39 676 C1 EP 90 25 77 A2
32507	49	Menu system - Different Operating Modes	DE 197 42 851 A1 WO 99 175 14 A1 EP 10 219 04 A1 CN 127 14 90 A KR 2001 040 247 A JP 2001 518 752 W US 645 99 12 B1
32922	50	Mobile Phone employing a Repeater	WO 99 304 22 A2 DE 197 55 049 C2 EP 10 445 78 A2 SK 2000 000 856 A3 CZ 2000 002 033 A3 CN 128 16 21 A HU 2001 000 646 A2 PL 34 15 75 RU 22 095 15 C2
32956	51	Radio data transmission	EP 94 82 24 A2
33260	52	Key-backlight	WO 99 522 57 A1 EP 10 687 12 A1 DE 198 15 014 C2 JP 2002 510 940 T US 6 738 475
34153	53	RACH Control	EP 98 29 55 A2 DE 198 38 832 A1
34396	54	Dual Screen Design	DE 199 10 937 A2
34414	55	Pivotable Antenna / Reducing radiation	EP 10 304 99 A1
34779	56	Pen phone	DE 198 56 296 A1 WO 00 035 169 A1 EP 11 476 51 A1 US 09/857677 JP 2002 532794 T
35059	57	Interference Elimination	WO 00 054 449 A1 EP 11 618 07 B1 CN 134 9593 T US 09/936115 RU 2249306 C2 KR-2001108314 A JP 2002539677W

~4326505

-21-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IP COM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
35855	58	Transmit Power Control	EP 10 545 17 B1 DE 199 23 560 A1
36273	59	Broadcast Multicast Services	WO 01 019 020 A2 DE 199 43 058 A1 EP 1214813 B1 US 10/070652 CN 1557066 A
36275	60	Sequential Despreading.	WO 2001 024 395 A1 EP 12 227 52 B1 CN 137 39 35T US 10/089434
36279	61, 167	Coded data signal (bursts)	DE 199 50 021 A1 WO 02 32 065 A1 EP 1 327 342 A1 JP 2004 511190 T US 10/380683
36282	62	Multiple transmission modes	WO 01 025 261 A2 DE 199 46 866 A1 EP 12 227 66 A1 CN 11 756 10 C US 10/089395
36372	63	Time Slot Access Control	EP 1 083 758 B1 DE 199 42 505 A1
36447	64	Iterative Channel Decoding	EP 10 795 29 A2 DE 199 40 666 C2
36499	65	Mobile Multimedia Device	EP 10 837 63 B1 DE 199 428 43 A1
36697	66	Display of Operation Functions	DE 199 49 716 C2 WO 01 030 052 A1 EP 1224791 A1 US 10/110622 JP 2003 512778 T
36760	67	Bending sensors	EP 10 964 19 A2 DE 199 52 087 C1 US 6 707 445 B1
36828-1	68	Messaging for Handover	WO 01 017 303 A1 DE 199 42 763 A1 EP 123 63 68 A1 CN 137 03 85 B TW 54 90 03 B US 6983147
36928	69	Measuring data transmission properties	EP 10 875 87 A1 DE 199 452 73 A1
36946	70	Compression Algorithm Mapping cf. Annex II	DE 199 44 334 C1 EP 10 857 16 A1

~4326505

- 22 -

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IP COM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2018

Bosch Mobile Telecommunications Patent Portfolio			
37194	71	Keyboard cover	EP 11 566 39 A1
37212	72	Ambient noise control	DE 298 15 735 U1
38717	73	Telecommunication Terminal with a camera	WO 01 994 20 A1 EP 1 297 698 A1 DE 100 304 03 A1 JP 2004 501578 T
38748	74	Card holder	DE 100 309 34 A1
38807	75	Front end for a mobile communication device	EP 11 798 94 A1
38875	76	Handset with separable microphone	EP 11 709 28 A1 DE 100 323 55 A1
38994	77	Mobile phone with browser function	DE 100 383 02 C1
39003	78	Hands-free speaking system	DE 100 39 775 A1 EP 11 80 913 A
39122	79	Message Indicator	DE 100 432 84 C1 DE 201 22 148 U1 WO 02 19 676 EP 1316199 A1 US 2004/033783 A1 JP 2004/507982 T EP-1622348 A1
TN4362	83	Presentation of control functions	DE 424 35 63 C2
34471	85	Application signaling	DE 188 42 569 A1 EP 99 31 54 A2
34665	86	Variable Length Block Code	DE 188 46 721 A1 WO 00 02 27 40 A1 EP 11 217 62 B1 US 639 64 23 B1 JP 2002 527 962 T
34685	87	Fire-Code	WO 00 022 737 A1 EP 11 217 60 B1 JP 2002 527 979 T US 09/623946
37661	88	CDMA Receiver with ranking arrangement	EP 11 54 585 A1
32689	90	SIM Card Positioning in the Mobile Phone	EP 91 56 07 A3 DE 197 49 059 C1 US 6 535 750 B1 DE 29825258
33621	91	Coupler for Multi-Band	EP 97 73 01 A1

~4326505

-23-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT D'COM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
34089	92	Codeo Negotiation in TFO/TiFO cf. Annex II	WO 00 00 73 97 A1 EP 11 013 78 A1 DE 198 33 318 C2 TW 43 50 24 B CN 11 19 910 C KR 2001 07 19 80 A JP 2002 521 987 T US 6 920 124
34176	93	Mobile Phone with Audio Video Interface	EP 1 111 882 B1
34420	94	Tx Switchable Up-Conversion Loop	US 647 01 91 BA
34421	95	Multiband receiver	EP 10 066 69 B1 US 6,584,304
34483	96	Presence Service	DE 198 55 142 C1 EP 10 067 47 A3
34803	97	Combined Channel Estimator	EP 99 80 54 B1 JP 2000 138 522 A US 6 603 749 B1
34734	98	MMS Data Frame cf. Annex II	DE 198 56 440 C2 WO 00 035214 A1 EP 11 381 63 B1 EP 14 849 30 A2 US 6,987,980 JP 2002/532981 T2
34744	99	MMS Notification Message cf. Annex II	WO 00 035 213 A1 EP 11 381 62 B1 DE 198 56 441 C2 US 09/857876 JP 2002/532798 T2 DE-19861323 B4 EP-1353519 B1 EP-1594325 A2
35535	100	Channel access allocation	WO 00 054 534 A1 DE 199 102 39 A1 EP 1186189 A1 CN-1135045 C US 09/914967 JP 2002 539693 T
35869-1	102	IMEI Security	EP 10 562 41 B1 DE 199 58 599 A1
36276	104	Data transmission method	DE 199 53 894 A1
36450	105	Automatic time zone adjustment	DE 100 109 77 A1

~4326505

-24-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IP COM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
37033-1	107	MMS Relay	WO 2001 026 310 A1 DE 199 56 023 A1 EP 12 22 782 A1 JP 2003 511769 T2 EP-1610511 A1 US 10/089623 ..
37071	108	SIR Estimation in Data Channel	WO 01 041 327 A3 DE 199 58 383 A1 EP 123 84 74 B1 US 10/148785 JP 2003 516088 T
37119	109	Mobile phone with SIM/USIM card	DE 100 04 164 A1
37120	110	Regulating data transmission quality QoS	EP 11 308 36 A2 DE 100 10 437 A1
37135	111	Discontinuous Reception	WO 01 043 465 A1 DE 199 58 777 A1 EP 123 85 48 A1 JP 2003 516681 T US 10/149095
37154-1	112	Allocation of Transmission Channels	WO 01 041 487 A1 DE 100 08 838 A1 EP 123 85 51 A1 US 2005 037768 A1 JP 2003 516063 T EP-1605720 A1
37186	113	Unequal Error Protection	WO 01 041 349 A1 EP 123 84 87 B1 US 10/148773 JP 2003 518348 T EP 14 011 37 A1
37200	114	Negotiating Context Configuration	DE 199 50 853 A1 WO 01 030 042 A3 EP 12 26 692 A2 US 10/111511 JP 2003 51277 4T CN 13 82 337 A KR-2002070425 A EP-1688760 A1
37227	115	Detection Hierarchical CDMA Codes	WO 01 056 162 A2 EP 12 12 844 B1 US 6 813 258 B2 JP 2003 521188 A

~4326505

-25-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IPCOM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio				
37232	116	Circuit-Switched Services	Data	WO 01 061 957 A3 DE 100 07 012 A1 EP 12 58 110 B1 US 2003 002507 A1 JP 2003 523150 T
37263	117	Advertising during Connection Establishment		WO 01 062 559 A3 DE 100 00 498 A1 EP 124 91 37 A2 US 2003 103813 A1 JP 2003 529977 T
37272-1	118	Provider Encryption	Independent	WO 01 043 471 A1 EP 124 07 94 A1 JP2003516683T2 US2003097341A1
37488-1	119	Relocation after Handover		WO 01 039 522 A3 EP 123 68 72 A2 US 10/130867 JP-2003524320 W
37506	120	Transmit Power Control II		EP 11 118 09 A2 DE 199 62 339 A1
37568	121	Extended Internet-Email-Addressing II		WO 01 043 348 A3 DE 199 59 528 A1 EP 12 40 758 A2 US 10/149555 JP 2003 516 662 T
37602	122	Tx Diversity		WO 01 063 796 A1 EP 126 20 31 B1 US 2003 128677 A1 JP 2003 524989 T
37603	123	Pre-equalized data signals		WO 01 047 139 A3 DE 199 61 594 A1 EP 124 30 79 A2 US 10/168587 JP 2003 518810 T
37604	124	Re-connection		WO 01 80 585 EP 1 287 716 B1 DE 100 194 02 A1 US 6,928,288 JP 2004 501537 T
37636	125	Extended Internet-Email-Addressing		WO 01 045 320 A3 EP 12 43 107 A2 US 10/168158 JP 2003 517 770 T EP 1659747 A

-4326505

-25-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IFCOM AND NETWORK PHASE II
 EXECUTION COPY II
 BENIGLER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
37637	126	Synchronization of data transfer devices	WO 01 52 490 A1 EP 12 50 782 A1 US 2003 137972 A1 JP 2004 501525 T
37730	128	Transmission Type Dependent Compression	EP 1 133 203 A3
37751	130	GPS aided beam steering	DE 100 04 000 A1
37759	131	SMS in Multimedia Services cf. Annex II	WO 01 058 183 A1 DE 100 04 280 A1 EP 125 62 41 B1 EP-1594323 A2 US 2003 109269 A1 JP 2003 528490 T JP-2006270994 A
37838	132	Error Message to Convergence Layer	WO 01 083876A1 EP 12 73 147 B1 US 2003 137991 A1 JP 2003 529981 T
37850	133	Second Radio Link	DE 100 13 807 A1 EP 1 137 240 A2
37868	134	Shared Header Signaling	WO 01 074 022 A3 EP 1 269 718 B1 US 2003 103513 A1 JP 2003 529280 T
38219	135	Variable TPC Step Size	WO 01 091 320 A1 DE 100 25 041 A1 EP 1 290 813 A1 US 2003 128559 A1 JP 2003 534708 T
38255-1	136	Method for Transmitting Signaling	WO 01 741 08 A1 DE 100 425 11 A1 EP 1 269 791 B1 US 2002 154676 A1 JP 2003 529249 T
38256	137	Electronic signature via mobile phone	WO 01 91 478 A3 EP 1 290 905 A2 DE 100 263 28 A1 US 2004 111816 JP 2003 535497 T
38341	138	Mobile phone with laser pointer	EP 1 168 779 A2 DE 100 302 73 A1
33877	140	Transmitting Video Data	DE 198 13 412 B4 EP 946 059 A3

4326505

-27-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IP COM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
33774	141	Separation of superimposed encoded signals	DE 198 26 036 C2
33788	142	Data transmission with mobile stations	WO 99 564 41 A1 DE 198 18 215 C1 EP 10 741 29 B1 CN 129 85 96 T US 09/674022
34709	143	Data transmission	DE 198 50 279 A1 WO 00 027 046 A1 EP 1 125 376 B1 EP 1 320 200 B1 US 09/830540 JP 2003 530723 T
35181	144	Method for Controlling the Power Dissipation	EP 1 056 218 A1
35183	145	Data Transmission using VRC-Technique	EP 1 047 189 A2 DE 199 18 507 A1
35814	146	Spread spectrum transmission	EP 1 107 465 A2
35815	147	Additive noise reduction	WO 00 069 133 A1 DE 199 20 819 C1 EP 1 179 251 A1 US 10/009288
36409	148	Estimation of the mobile terminal speed	EP 10 915 33 A1
29948	149	Variable Channel Bit Rate	DE 198 05 418 A1 WO 97 305 30 A1 AU 71 79 99 B US 61 417 81 A EP 880 836 B1 JP 2000 504 903 T CA 22 462 78 A1
BE 1087	150	Chip-card system	DE 371 51 99 C1
BE 8	151	Chip card for public transport	DE 391 16 67 C2
30595	152	Data transfer between chip card and terminal	DE 198 25 651 C1
28129	153	Chip card storing compressed data	EP 62 38 96 B1
32762	154	Smart card with optical fiber transmission.	EP 902 392 B1
34504	155	Chip card for automatic charge	WO 00 019 352 A1 EP 1 116 161 B1

~4326505

-28-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IP COM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
38023	159	Chip cards for protecting appliances	DE 100 153 07 A1
31011	160	Data exchange of smart card	DE 186 489 12 A1 FR 27 573 35 A1 SE 521264 C2 KR 980 42 718 A
30701	161	Programming electrical equipment	WO 98 07 121 A1 CN 122 76 49 A TW 38 21 02 B JP 200 15 009 98 W KR 200 00 298 72 A EP 920 683 B1
26869	163	Transmission of data by fixed length words	EP 0 698 316 B1 JP 08510619T2 US 5771102 A
27031	164	Arithmetic decoding system	DE 44 295 85 C1 EP 69 77 70 B1 JP 080 790 95 A US 573 73 45 A
37110	165	Junk Mail Screening	WO 01/ 54438 EP 1 252 779 A1 DE100 02 030 A1 JP 2003 520534 T US 2003 100292 A1
34468	166	Detecting CDMA-coded signals	WO 00 16 495 A1 EP 1 112 623 B1 JP 2002 525 906 T2 TW 437 199 B DE 198 41 578 A1 US 7042861
37073	168	Phase Correction	EP 1 113 585 A2 JP 2001 160 771 A2 DE 199 49 007 C1 US-7154935 B1
36278	169	Correlating non-hierarchical codes	EP 1 230 742 B1 WO 01/35542 US 10/089208 JP2003 514429T
35179	170	Adaptive Filtering	EP 1 052 784 A1
34298	171	Two step channel estimation	DE 199 34 355 C2 EP 1 071 247 A3

~4326505

-19-

MASTER PATENT AND LICENCE PLEDGE AGREEMENT IP COM AND NETWORK PHASE II
 EXECUTION COPY II
 HENGELER MUELLER
 03 APRIL 2008

Bosch Mobile Telecommunications Patent Portfolio			
30832	172	Controlled Power Ramp Up	EP 1 469 596 A2 EP 0 954 803 B1 JP 2001/508820 T2 US 6,477,358 WO 1898/33273 A1 KR-2000070315 A
35164	173	Handover	DE 199 00 436 A1 EP 1 560 454 A2 EP 1 018 849 A2 US 6,879,830
32707	174	Mobile Phone as Remote Control	EP 0 913 979 A3
BE 81		Funktelefonnetz	EP 492051 B1
BE 1588		Funktelefon	DE 3622848 C2
BE 2988		Funktelefon	EP 369110 B1
26097		Vibrationsmotor	EP 622932 DE 4313531
28146		Trägerfrequenzsynchronisation	EP 764373 FI 114 952 AU 26108/95 B US 5852641
31323		HF Verstärker	DE 19705447 EP 980483 US 6697648
31578		Trageklipp	DE 19705120 EP 862277 B1
36657		Antennendiversity	EP 1160996
41777		Dringlichkeit von Anruf	DE 10153526 JP 2005-509374 US-7162022 B2 EP- 1442586 A1

~4326505

PATENT

RECORDED: 05/09/2008

REEL: 020929 FRAME: 0338

Exhibit 37



Third Generation Partnership Project

3GPP

Working Procedures

20 October 2016

Foreword

These Working Procedures of the Third Generation Partnership Project (3GPP) are effective from 31 December 2014.

An electronic version of these Partnership Project Working Procedures is available from the following address:

<http://www.3gpp.org>

SECTION A: GENERAL

Article 1: Description

The Partnership Project is not a legal entity but is a collaborative activity between the following recognized Standards Development Organizations:

ARIB (Japan)

CCSA (China)

ETSI (Europe)

ATIS (US)

TTA (Korea)

TTC (Japan)

TSDSI (India)

The Partnership Project is entitled the “THIRD GENERATION PARTNERSHIP PROJECT” and may be known by the acronym “3GPP”.

[top](#)

Article 2: Purpose

The purpose of 3GPP is to prepare, approve and maintain globally applicable Technical Specifications and Technical Reports for

- a 3rd Generation Mobile System based on the evolved GSM core network, and the Universal Terrestrial Radio Access (UTRA),
- further development of radio technologies such as LTE, coupled with evolution of core network elements such as the Evolved Packet Core (EPC),
- continuing evolution of the 2nd generation GSM/EDGE Radio Access Network (GERAN),

to be transposed by the Organizational Partners into appropriate deliverables (e.g., standards).

[top](#)

Article 3: Scope and objectives

The 3rd Generation Mobile System and its capabilities shall be developed in a phased approach. Initially, 3GPP shall prepare, approve and maintain the necessary set of Technical Specifications and Technical Reports for a 3rd Generation Mobile System including:

- UTRAN (including UTRA; in Frequency Division Duplex (FDD) and Time Division Duplex (TDD) modes);
- 3GPP Core Network (Third Generation networking capabilities evolved from GSM. These capabilities include mobility management, global roaming, and utilisation of relevant Internet Protocols);
- Terminals for access to the above (including specifications for a UIM); and
- System and service aspects.

3GPP shall prepare, approve and maintain the necessary set of Technical Specifications and Technical Reports for:

- the Global System for Mobile communication (GSM) including GSM evolved radio access technologies (e.g., General Packet Radio Service (GPRS) and Enhanced Data rates for GSM Evolution (EDGE)).

3GPP shall consider the long term evolution.

The Technical Specifications and Technical Reports shall be developed in view of global roaming and circulation of terminals.

The set of 3GPP Technical Specifications and Technical Reports for the 3GPP core network and the specifications for the GSM core network should be common to the greatest extent possible and should not be unnecessarily different.

Options in the form of a regulatory requirement particular to one or more regions / nations shall be included in 3GPP specifications. TSGs should not debate the inclusion or rejection of such options.

The results of the 3GPP work shall form the basis of member contributions to the ITU in accordance with existing procedures.

3GPP shall take account of emerging ITU recommendations on interworking between IMT-2000 family members.

In the framework of agreed relationships, the 3GPP Technical Specifications and Technical Reports will form the basis of standards, or parts of standards, of the Organizational Partners.

[top](#)

SECTION B: PARTICIPATION

Article 4: Categories

Participation in 3GPP shall be classified into one of the following categories:

- Partners;
- Individual Members;
- ITU Representatives;
- Observers;
- Guests.

[top](#)

Article 5: Partnership

Partners in 3GPP shall be classified into one of the following two categories:

- Organizational Partners;
- Market Representation Partners.

[top](#)

Article 6: Organizational Partnership

Organizational Partnership is open to any Standards Organization, irrespective of its geographical location, which has:

- a national, regional or other officially recognized status and the capability and authority to define, publish and set standards within the 3GPP scope, in that nation or region;
- an Intellectual Property Rights (IPR) Policy which is compatible with those of the Organizational Partners;
- committed itself to all or part of the 3GPP scope;
- signed the Partnership Project Agreement.

Standards Organizations may apply to become an Organizational Partner by writing to any of the existing Organizational Partners.

[top](#)

Article 7: Market Representation Partnership

The Organizational Partners may invite Market Representation Partners to take part in 3GPP.

An invitation for Market Representation Partnership is open to any organization, irrespective of its geographical location, which:

- has the ability to offer market advice to 3GPP and to bring into 3GPP a consensus view of market requirements (e.g., services, features and functionality) falling within the 3GPP scope;
- does not have the capability and authority to define, publish and set standards within the 3GPP scope, nationally or regionally;
- has committed itself to all or part of the 3GPP scope;
- has signed the Partnership Project Agreement.

Organizations may apply to become Market Representation Partners by writing to any of the existing Partners. Further guidance for MRP applicants can be found in annex E.

[top](#)

Article 8: Individual Membership

Membership in an Organizational Partner is a pre-requisite for Individual Membership of 3GPP. All entities registered as members of an Organizational Partner and eligible for participation in the technical work of that Organizational Partner, can become Individual Members of 3GPP if they are committed to support 3GPP and:

- to contribute technically or otherwise to one or more of the Technical Specification Groups within the 3GPP scope;
- to use the 3GPP results to the extent feasible.

An Individual Member has the right to participate in the work of 3GPP by attending meetings of the Technical Specification Groups and subsuming groups.

Applications for Individual Membership of a Technical Specification Group shall be made in writing to the relevant Organizational Partner using the form given at annex C. Applications may also be made on-line using the template available at <http://www.3gpp.org>.

Individual Members act in 3GPP in their own right and carry the full responsibility for their contributions.

[top](#)

Article 45: Drafting rules

The Technical Specifications and Technical Reports drafted by the TSGs shall follow the 3GPP drafting rules, using document processing facilities, format, languages and notations agreed by the Organizational Partners, and on a medium suited for electronic document handling and publishing.

[top](#)

Article 46: Copyright and ownership

The Organizational Partners will have joint ownership (including copyright) of the Technical Specifications and Technical Reports produced by 3GPP.

[top](#)

Article 47: Conversion by Organizational Partners

Organizational Partners shall use their best endeavours to convert the Technical Specifications and Technical Reports approved by the Partnership Project into national/regional deliverables in a timely manner through their normal processes.

The Organizational Partners are urged not to change the technical parts of the Technical Specifications and Technical Reports; they may add non-technical parts required by their own deliverable schemes and they may add descriptions of options selected.

Organizational Partners should ensure that all unresolved comments raised during their public enquiry and approval phases are delivered to the appropriate TSG.

[top](#)

SECTION I: REPORTING

Article 48: Chairman's reporting obligations

A report shall be prepared by the Chairman following all PCG and TSG meetings.

[top](#)

Article 49: Changes to structure and officials

The Chairman of each TSG shall inform the PCG of all organizational changes concerning Working Groups and their officials. An up to date record of the 3GPP structure shall be maintained.

[top](#)

Article 50: Calendar of meetings

The PCG and TSGs shall maintain an up to date calendar of the dates and venues for future meetings.

[top](#)

A TSG or any subtending Working Group may send individual liaisons to any external organization (other than ITU) without PCG approval, except if the statement is considered sensitive by the TSG Chairman, in which case PCG clearance is needed.

It is not necessary to have all external liaisons copied to the PCG and/or TSG SA. The liaison originating TSG should decide, at its own discretion, which should be copied. External liaisons that may have management implications such as schedules, organization, process, procedures, and policy shall be copied to the PCG, or approved by the PCG if sensitive.

Relations with the ITU are described in article 51.

[top](#)

SECTION K: MISCELLANEOUS

Article 53: Resources

The resources for the operation of 3GPP shall be managed by the Organizational Partners. The resources are allocated to the TSGs by the PCG.

[top](#)

Article 54: Support Team

The Partners shall provide logistical support to, and assist in the operation of, 3GPP. The support shall be in the form of a Support Team which shall operate under the overall management of the PCG and the day to day management of TSGs.

[top](#)

Article 55: Intellectual Property Rights (IPR) Policy

Individual Members shall be bound by the IPR Policy of their respective Organizational Partner.

Individual Members should declare at the earliest opportunity, any IPRs which they believe to be essential, or potentially essential, to any work ongoing within 3GPP. Declarations should be made by Individual Members to their respective Organizational Partners.

Organizational Partners should encourage their respective members to grant licences on fair, reasonable terms and conditions and on a non-discriminatory basis.

The PCG shall maintain a register of IPR declarations relevant to 3GPP, received by the Organizational Partners.

[top](#)

Article 56: Working language

The working language for 3GPP shall be English.

Meetings of the PCG and TSGs shall be conducted in English.

3GPP Technical Specifications and Technical Reports shall be prepared in English (as defined by the Shorter Oxford English Dictionary).

[top](#)

Exhibit 38



**Operating Procedures for
ATIS Forums and Committees
(version 5.5)**

third of the members of the Forum shall constitute a quorum for conducting business at a meeting. Observers shall not be counted for the purposes of establishing a quorum.

8.3 Industry Expert Attendance

Forum leadership may at its discretion invite an industry subject matter expert(s) to attend specific Forum meetings when his/her expertise is required to assist the Forum in resolving a specific Issue. The expert shall not participate in consensus decisions or voting processes.

9 MEETING NOTES

ATIS Forums shall publish fair, objective, and unbiased meeting notes developed by consensus and ensure they accurately reflect the activities, resolutions, and action items that result from meetings. All meeting notes shall be published in a timely manner.

9.1 Meeting Note Content

Meeting notes shall include at a minimum:

- Date(s), type of meeting (i.e., virtual meeting, conference call, face-to-face), leadership, person taking the notes;
- Attendance list;
- Approved agenda;
- Identification of Issues discussed at the meeting and their status;
- A notation of corrections/additions made to a previous meeting record;
- Points noted/alternatives discussed including opposing viewpoints;
- Agreements reached;
- Action items indicating responsible party and due date;
- Participants' contributions or similar documents or a reference to where those documents are available on the ATIS website;
- Text specifically requested to be included by a participant with attribution; and
- Copies of presentations made during the meeting or a reference to where the presentations are available on the ATIS website.

10 INTELLECTUAL PROPERTY RIGHTS POLICY

10.1 General Policy Statement

In all matters of intellectual property rights, it is the intention of ATIS and its Forums to benefit the public while respecting the legitimate rights of intellectual property owners.

10.2 Confidentiality

As a general rule, neither ATIS nor its Forums will consider any contributions, presentations, or other documentation that is subject to any requirement of confidentiality or any restriction on its dissemination. Neither ATIS nor its Forums assume any obligations of confidentiality with respect to any contribution, presentation, documentation or other submissions. Exceptions to the general rule are determined on a case-by-case basis by the relevant Forum leadership in conjunction with ATIS General Counsel and are only appropriate where the work cannot be accomplished through other means. Prior to the distribution or discussion of any materials accorded exception status and considered as confidential or otherwise restricted, full disclosure of the status must be made to the audience Forum.

10.3 Copyright

10.3.1 Copyright Policy

In order that ATIS may facilitate, promote, and disseminate the work of its Forums, it is necessary that each contributor grant ATIS the rights necessary to adapt, copy, and publicly distribute any contribution or submittal made to an ATIS Forum. In accordance with this policy, each contribution or document submitted to an ATIS Forum is subject to an unlimited perpetual, non-exclusive, royalty-free, world-wide right, and license to ATIS of any copyrights in such contribution. This license includes the right to copy, publish, and distribute the contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the contribution, the license to such derivative works to be of the same scope as the license of the original contribution.

10.3.2 ATIS Deliverables

All ATIS guidelines, standards, or other ATIS deliverables are copyrighted by ATIS. Except as expressly permitted by ATIS, no guideline, standard, or other ATIS deliverable, or any portion thereof, may be reproduced or distributed in any form, without the prior express written permission of ATIS.

10.3.3 Notice

The following copyright notice shall be included in all guidelines, standards, or other ATIS deliverables:

“Copyright © ATIS [date of publication]. All Rights Reserved.”

10.4 Patents

10.4.1 Patented Inventions Generally

As a general matter, there is no objection for an ATIS Forum to develop guidelines, standards, or other ATIS deliverables that refer to or, primarily in the case of American National Standard, require the use of patented inventions.

In the case of standards, guidelines, and other ATIS deliverables that make reference to a patented invention, but do not require use of the invention for purposes of adopting, complying with, or following the guideline or deliverable, the following statements shall be expressly included in the published work:

- The patented invention is for reference only.
- Neither ATIS nor the relevant Forum is responsible for identifying the existence or evaluating the applicability of any patents referenced in or that may be relevant to any standard, guideline or other ATIS deliverable.
- Neither ATIS nor the relevant Forum shall be responsible for interpreting or making any determination concerning the validity, enforceability or scope of any patented invention referenced in or that may be relevant to any standard, guideline, or other ATIS deliverable.

Further in the case of standards, guidelines and other ATIS deliverables the following procedures shall apply:

- If reference to a patented invention shall be made in a standard, guideline, or other ATIS deliverable, disclosure of the patented invention should be encouraged at the earliest possible time in the development of the standard, guideline, or other ATIS deliverable. The party

making any such disclosure should provide an explanation regarding the relevancy of the patented invention to the work under development.

- Where possible, the standard, guideline, or other ATIS deliverable referencing a patented invention should identify the patent number and name, as well as the identity of the patent owner.
- To the extent a Forum participant, or any other third party, desires a license for a patented invention referenced in a standard, guideline, or other ATIS deliverable, all negotiations and discussion of license terms shall occur between the patent owner and the prospective licensee **outside** the deliberations of the Forum. No discussion or negotiation of license terms shall be permitted in any Forum.
- In the event that use of the patented invention is required for purposes of adopting, complying with, or otherwise utilizing the standard, guideline, or other ATIS deliverable, the provisions of the ANSI Patent Policy, as adopted by ATIS and as set forth below, shall apply. Any writing submitted as of January 31, 2011, to ATIS for the purpose of expressing a licensing assurance under this Section shall not qualify as such an assurance unless it expressly states that the assurance is irrevocable.

Any deviation from the foregoing procedures shall occur only after prior consultation with and approval of the ATIS General Counsel.

10.4.2 *American National Standards*

In connection with the development of American National Standards, or other deliverables that require use of essential patent claims, the use of essential patent claims shall be governed by the American National Standards Institute (“ANSI”) Patent Policy as adopted by ATIS and as set forth below. In addition, disclosure of essential patent claims at the earliest possible time in the development process should be encouraged. Further, as with standards, guidelines and other ATIS deliverables, no discussion or negotiation of license terms shall occur in the relevant Forum. All such discussions and negotiations shall occur directly between the owner of the essential patent claim and each prospective licensee.

The terms of the ANSI Patent Policy as adopted by ATIS are as follows:

ANSI Patent Policy – Inclusion of Patents in American National Standards

There is no objection in principle to drafting a proposed American National Standard (ANS) in terms that include the use of an essential patent claim (one whose use would be required for compliance with that standard), if it is considered that technical reasons justify this approach.

If ATIS receives a notice that a proposed ANS or an approved ANS may require the use of such a patented claim, the procedures in this clause shall be followed.

Participants in the ATIS standards development process are encouraged to bring patents with claims believed to be essential to the attention of ATIS.

Statement from patent holder

Prior to approval of such a proposed ANS, ATIS shall receive from the identified party or a party authorized to make assurances on its behalf, in written or electronic form, either:

- (a) assurance in the form of a general disclaimer to the effect that such party does not hold and does not currently intend holding any essential patent claim(s); or

- (b) assurance that a license to such essential patent claim(s) will be made available to applicants desiring to utilize the license for the purpose of implementing the standard either:
 - (i) under reasonable terms and conditions that are demonstrably free of any unfair discrimination; or
 - (ii) without compensation and under reasonable terms and conditions that are demonstrably free of any unfair discrimination.

Such assurance shall indicate that the patent holder (or party authorized to make assurances on its behalf) will, in any documents transferring ownership of patents subject to the assurance, include provisions sufficient to ensure that the commitments in the assurance are binding on the transferee, and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding each successor-in-interest.

The assurance shall also indicate that it is intended to be binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

Record of Statement

A record of the patent holder's statement shall be retained in the files of both ANSI and ATIS.

Notice

When ATIS receives from a patent holder the assurance set forth above, the standard shall include a note substantially as follows:

NOTE – The user's attention is called to the possibility that compliance with this standard may require use of an invention covered by patent rights.

By publication of this standard, no position is taken with respect to the validity of any such claim(s) or of any patent rights in connection therewith. If a patent holder has filed a statement of willingness to grant a license under these rights on reasonable and nondiscriminatory terms and conditions to applicants desiring to obtain such a license, then details may be obtained from ATIS.

Responsibility for Identifying Patents

Neither ATIS nor ANSI shall be responsible for identifying patents for which a license may be required by an American National Standard or for conducting inquiries into the legal validity or scope of those patents that are brought to their attention.

11 COMMUNICATIONS

Informal internal communications between the leadership of the ATIS Forums, Subtending Committees, and Subcommittees is encouraged. ATIS Forum, Subtending Committees, and Subcommittee leadership is encouraged to communicate directly, via electronic mail or otherwise, with other ATIS Forums.

Formal communications conveying a Forum position and those communications from an ATIS Forum to external organizations shall be agreed upon by the Forum. The ATIS General Counsel shall review, prior to distribution, all proposed communications to regulatory, legislative, or governmental bodies, as well as any other sensitive material.

Exhibit 39

2019-08-04

3GPP MEMBERSHIP

Version 1.1

[New Query](#)**Selected categories:**

- [Individual Members](#) (all partners)

Selected filters:**Organization Name starts with "IPCOM"**Choose csv separator : **INDIVIDUAL MEMBERS**

Organization

Country

Partner

IPCom GmbH & Co.KG
(IPCom GmbH & Co.KG)

GERMANY

ETSI

Total : 1 Individual Member

Any comments or problems with this application? Please [let us know...](#)

Exhibit 40

IPCOM GMBH & Co. KG

IPCom GmbH & Co. KG Zugspitzstraße 15 D-82049 Pullach

IPCom has made the following declaration to the European Commission, thus reaffirming its policy of licensing its patents on FRAND terms.

IPCom hat der Europäischen Kommission die folgende Erklärung abgegeben, und damit seine Politik der Lizenzvergabe auf FRAND-Basis nochmal klargestellt.

10 December 2009

IPCom GmbH & Co. KG

Zugspitzstraße 15
D-82049 Pullach

Tel +49 89 55277 300
Fax +49 89 55277 305

E-Mail:
info@ipcom-munich.com

Sitz Pullach
AG München
HRA 89197

Persönlich haftender
Gesellschafter:

IPCom Beteiligungs GmbH
Sitz Pullach

AG München
HRB 167303

Geschäftsführer:

Bernhard Frohwitter
Christoph Schoeller

Bankverbindung:

HypoVereinsbank München
KTO: 668 503 861
BLZ: 700 202 70

USt-ID. Nr. DE254375205

FRAND-DECLARATION

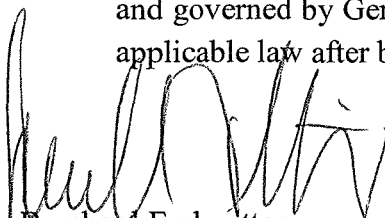
1. IPRCom is aware of the obligations imposed on owners of standard-essential patents under the competition rules of the EC Treaty to grant licenses with respect to standard-essential patents on fair, reasonable and non-discriminatory (FRAND) terms and conditions. IPRCom is of the opinion that it always has honoured these obligations and has therefore adopted the policy and hereby expressly declares to be willing to license its standard-essential patents under FRAND terms and conditions to any user of a telecommunication standard which is covered by one or several of IPRCom's patents.
2. In 2007, IPRCom purchased the mobile telecommunication patent portfolio of Robert Bosch GmbH (the "Bosch Mobile Telecommunication Patent Portfolio"). The Bosch Mobile Telecommunication Portfolio encompasses about 160 patent families in the field of mobile communications – more than 1,000 patents registered in Europe, the US and Asia, most of which have been granted. The Bosch Mobile Telecommunication Portfolio contains patents that already are essential for mobile communications standards such as 2G (GSM), 2.5G (GPRS), 3G (UMTS) and subsequent generations (3.9G) or may become essential in the future.
3. Bosch has between 1997 and 2000 rendered several declarations vis-à-vis ETSI in which Bosch committed itself to license the standard-essential patents of the Bosch Mobile Telecommunication Portfolio on fair, reasonable and non-discriminatory (FRAND) terms according to Sec. 6.1 of the ETSI IPR policy.
4. Following informal discussions with the European Commission IPRCom hereby declares that it is fully prepared and ready to take over vis-à-vis third parties any applicable licensing undertaking of Bosch vis-à-vis ETSI to grant irrevocable licenses to patents of the Bosch Mobile Telecommunication Patent Portfolio on a fair, reasonable and non-discriminatory basis in accordance with the terms and conditions set forth under clause 6.1 of the ETSI IPR Policy as if IPRCom had been the original participant in the setting of the GSM and UMTS Standards and was subject to a commitment vis-à-vis ETSI to do so. IPRCom acknowledges the terms of clause 6.1 of the ETSI IPR Policy and the requirements thereunder. For the avoidance of doubt this declaration does not intend to make IPRCom liable for omissions, mistakes, misrepresentations or any other acts of Bosch (if any) contrary to the ETSI rules in the standard setting process or as a member of ETSI.

5. **IPCom hereby irrevocably declares that it is prepared to grant irrevocable licenses under the essential intellectual property rights of its Bosch Mobile Telecommunication Patent Portfolio on fair, reasonable and non-discriminatory terms and conditions to the following extent:**

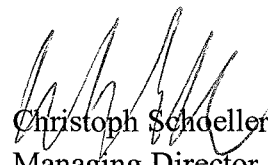
- **production of any system or device fully conforming to a mobile telecommunication standard, including the right to make or have made customized components and sub-systems to the licensee's own design for use in such production;**
- **sell, lease or otherwise dispose of any system or device fully conforming to a mobile telecommunication standard so produced;**
- **repair, use or operate any system or device fully conforming to a mobile telecommunication standard; and**
- **use any method or operation fully conforming to a mobile telecommunication standard.**

IPCom will take all necessary efforts to inform ETSI of this declaration. IPCom will also issue a press release with the content of this declaration.

6. IPCom hereby expressly invites any potential user seeking a license under IPCom's essential intellectual property rights of the Bosch Mobile Telecommunication Patent Portfolio to enter into bilateral good faith negotiations with IPCom with regard to a license agreement on FRAND terms and conditions. In any case, without limiting the scope of IPCom's declarations according to no. 4 and 5 above these declarations shall not be construed as a waiver of any of its rights resulting from its patents and do not serve as a license or any other right to use, offer to license or pre-contractual obligation to enter into a specific license agreement. Licenses will be negotiated and entered into with each licensee individually. This FRAND-DECLARATION and its effects as well as any legal relationship between IPCom and any potential licensee shall be exclusively determined and governed by German law, unless the parties expressly agree in writing on a different applicable law after bilateral negotiations.



Bernhard Frohwitter
Managing Director
IPCom GmbH & Co. KG



Christoph Schoeller
Managing Director
IPCom GmbH & Co. KG

Exhibit 41



10 Aug 2019 - 16:36:49 (GMT+2)
Sophia Antipolis - France

Username
Password

Login

[Sign Up](#)

[Forgot your password ?](#)



Declaration

Reporting

GENERAL DECLARATION

History

Current state : Reflected

IPR HOLDER/ ORGANISATION

("DECLARANT")

Legal Name : IPCom GmbH & Co.KG

REFERENCES

Reference : GD-201406-001
external ID :

GENERAL IPR LICENCING DECLARATION

with reference to

- ☐ ETSI STANDARD(S) OR TECHNICAL SPECIFICATION(S) No: , or
- ☐ ETSI Project(s): , or
- ☒ all ETSI STANDARDS AND TECHNICAL SPECIFICATIONS

and with reference to

- ☒ IPR(s) contained within technical contributions made by the Declarant and/or its AFFILIATES, or
- ☐ any IPRs

☒ This irrevocable undertaking is made subject to the condition that those who seek licences agree to reciprocate

SIGNATURE

Authorized person : Bernhard Frohwitter

Title of authorized person Director

Place : Pullach

Date : 11/06/2014

ATTACHED DOCUMENTS

Title	DocumentType
<u>InitDecl</u>	Initial declaration form
1	Page 1 of 1, items 1 to 1 of 1.

Copyright © ETSI 2011 - All rights reserved | [Disclaimer](#) | [User Guide](#) | [Helpdesk](#)